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The Solicitors' Journal.

LONDON, SEPTEMBER 30, 1871.

THE METROPOLITAN AND PROVINCIAL LAW ASSOCIATION have already received offers of papers on most of the suggested subjects * to be read at their forthcoming annual provincial meeting, which takes place at Newcastle-on-Tyne, beginning on the 10th of October. The following contributions have been already announced to the secretary:—

1. "Opening Address" by Mr. Lewis Fry, of Bristol, the chairman of the association.
2. "On the Two Scales of Remuneration by Commission," by Mr. John Cooper, of Manchester.
3. "On Party and Party Costs and Taxation," by Mr. R. B. Lowndes, of London.
4. "On the Law of Bankruptcy," by Mr. Isham H. E. Gill, of Liverpool.
5. "On the Objections to the Scheme of Legal Education," by Mr. G. J. Johnson, of Birmingham.
6. "On the Fusion of the Two Classes of the Legal Profession," by Mr. W. Skipper, of Norwich.
7. "On the Expenditure of Our Present System of Judicature," by Mr. C. T. Saunders, of Birmingham.
8. "On the Law of Primogeniture," by Mr. T. M. Croome, of Caiuscross.
9. "The Study of Law Theoretically as an Introduction to Legal Practice," by Mr. Wynne E. Baxter, of London.
10. "The Revision of the Statutes," by Mr. R. W. Griffith, of Cardiff.
11. "Some of the Legal and Constitutional Questions arising under the Contagious Diseases Acts," by Mr. W. Morgan, of Birmingham.
12. "The Legislative Results of the Last Session," by Mr. Phillip Rickman, the Secretary.

THE FRIENDS OF UNIVERSAL PEACE (we do not mean the Congress at Lausanne, but the association whose programme we print in another column) propose to themselves an end with which it is impossible not to sympathize; and in the general plan of the scheme they suggest for the settlement of international differences they have on their side the great authority of Bentham, whose fertile genius scarcely any, either actual or possible, region of law seems to have escaped. Whether the world is at present ripe for the trial of such an experiment, and whether it would be possible to bring adequately before such a tribunal the grounds and reasons for action, which are known thoroughly only to the parties immediately concerned, and which are often in the highest degree intricate, we will not inquire. To the first objection they might perhaps reply, with Bentham, that if the realization is difficult there is the more reason the matter were early taken in hand, and that the attempt will itself go far to create the possibility; to the second they would perhaps say, that the action of their proposed tribunal would tend to solve the difficulties before they grew too intricate for resolution, that distrust and suspicion—the chief causes of war—are augmented by the diplomatic secrecy and the indefiniteness of the grounds of mutual complaint which its proceedings would dispel, and would of necessity be removed by the guaranteed security which the league of nations would afford. But at any rate on this last condition everything turns; it is the hinge of the whole scheme, and it is therefore material to consider how far the proposed scheme provides such an effectual guarantee. In the first place, then, the league must be a universal one; for it is obvious that otherwise the penalty of commercial isolation might be easily evaded. Suppose, for instance, a war to break out between Austria and Russia, and the penalty to be declared against both or against the former alone, and suppose Holland to stand outside the league; Russia, seated on the confines of Europe, might easily conduct almost the whole of its commerce through Dutch ports; Holland would restore its carrying trade at the expense of its neighbours; while Austria, penned in by its fellow members of the league, would be the only one to suffer. An inland power in a parallel case might perform the same mutually advantageous service for its neighbours. All States, therefore, voluntarily or by compulsion, must be parties to the league, and must be compelled to cooperate in the execution of its decrees against any member of it, by the penalty of a like isolation applied to themselves. But suppose this done, we must further examine into the operation of this highly self-denying ordinance; and then we shall have to consider the fact that the most mercantile nation, and the one for that reason the least likely to go to war (for instance, Great Britain), will be the one also most subject to the fetters of this penalty, and the least mercantile nation (for instance, Russia) will be the least susceptible to its influence. Unless, therefore, we can assure ourselves that it will be absolutely effectual, its pressure upon those members of the league who are to apply the self-denying ordinance will make it not only highly burdensome, but without a reason; and its burdensomeness will be aggravated by the extreme inequality with which it will weigh upon the powers who are to enforce it. To this the advocates of the scheme would perhaps reply, that the penalty would be certainly effectual; that no nation can possibly endure for a long time such isolation, and that as the restriction would only be removed upon a conclusion of peace on such terms as the league decreed, the restraint on the aggressive power would in the long run be so certain and efficacious as to prevent the attempt to break the peace. To anticipate so punctual an observance of the decree of isolation as would be necessary to secure this result is perhaps sanguine; but granting it, the answer is probably sufficient. In calculating the probability of obedience, however, the provision for equality of representation on the part of all the confederated powers must be considered; and although this may perhaps be justified on the ground that the object is to obtain an impartial tribunal, yet it is impossible to leave the weight of interest out of sight. It is plain that among powers so extremely unequal in weight and importance a bare majority vote would never be accepted; and the larger the majority required, the more opportunity there is to secure such a minority as will prevent the passing of a decree.

But perhaps the provision which creates the greatest difficulty (after the necessity above shown of making the league universal) lies in the subject-matter of the jurisdiction. It naturally presents itself as a limit on the power of the international court, that it shall "under no circumstances interfere with the internal affairs of any nation"; but this is more easily provided for in words than attained in fact. Take, for instance, the War of the Liberation of Italy. France proposes to declare war against Austria. Why? To interfere with its internal affairs. Few will now be disposed to wish the step recalled; but how would the matter have presented itself to the international tribunal? If it is assumed that the war would have been prevented without any further step being taken, this may suggest that perhaps even yet Europe is not ripe for the proposed enterprise.

* *Ante* p. 782.

But suppose the tribunal had refused to interfere, this would have been to pronounce a judgment at least on Austrian internal affairs; if it had interferred on terms, this would have been to bring the settlement of those affairs directly within its authority. In either case it must have taken cognisance of them. The Belgian, the Danish, the Polish, and the Eastern questions all presented similar features. Is it clear that Europe is yet free from conditions which will force internal questions into international discussions"

IN A RECENT NUMBER of the *Economist* a short statement of the points said to be decided by the Lord Chancellor in the recent case of *Betts* v. *Thompson* is given, and it is stated, as a result of this case, that, in contradiction to the presumption of law hitherto held, the onus no longer rests upon the commoners of proving an enclosure to be excessive. Our contemporary must have been misled into thus stating as a new point, established by the recent decision, that the burden of proving that sufficient has been left for the commoners is thrown upon the lord, or on the person approving in derogation of the rights of the commoners.

We are not aware that it has ever been doubted, at least since the case of *Arlett* v. *Ellis* in the King's Bench in 1827, that the lord or his grantee must prove that a sufficiency of common is left. It was shown by the judges in that case, that in all the cases where the right of the lord to enclose had been stated on the record, there was an allegation that he left sufficient common for the commoners. The commoner has a certain right over the whole of the waste, and when the lord abridges that right he ought to show that he has done that which the law requires him to do before such abridgement can be made. The fact is that the possession of the whole waste, notwithstanding the right of common, remains in the lord as owner of the soil, but the commoners have also their right of common over the whole waste, unless any particular spot has been *legally* separated from the residue of the manor by the lord. A condition precedent to this legal separation is that a sufficiency of common must be left for the rights of the commoners. The rights of the lord without being subservient to, are concurrent with, those of the commoners. He is entitled, as owner of the soil, to every benefit to be derived from the soil, not inconsistent with the rights of the commoners. If it be ascertained that there is more common than is required for the enjoyment of the commoners' rights, the lord is entitled to take that for his own purposes. This is the principle on which the Statute of Merton is founded. The right to approve is in the lord, not as lord, but *as owner of the soil*, and, as pointed out by Lord Kenyon in *Glover* v. *Lane* (3 T. R. 445), if this were not so, half the wastes in the kingdom could not have been approved, for many places that are called manors are not so if the matter be strictly examined; and though the Statutes of Merton and Westminster 2 only mention the lord, that is to be attributed to the paucity of expression in Acts of Parliament in those days, the lord of the manor being put as the owner of the soil where they stand in the same predicament. But, whatever may be the legal character of the assailant, whether as lord of the manor and owner of the soil, or merely as owner of the soil, subject to the right of common, no abridgment of that right over the whole waste can take place, as to any portion, if the proceeding be challenged, unless the owner of the soil show that sufficient is left to answer all the requirements of the commoners' rights, and this he must aver and prove. We certainly do not understand that this principle, though assumed by the Lord Chancellor in the case of *Betts* v. *Thompson*, was enunciated by him as the affirmation of a hitherto doubtful proposition.

A MORNING CONTEMPORARY, commenting upon the rumour that Government do not intend to fill up the vacancy lately caused by the death of Mr. Hamilton in the Irish Church Commissionerships, says it is absolutely necessary that a third should be appointed, for that unless there be the full number of three they have no "capacity to act." It is not suggested, and could not we imagine be reasonably contended, that the Commissioners, who are a corporation, were either dissolved or suspended by the death of one only of their body. But the statement that their capacity to act depends upon the full number of three being in existence, seems grounded on the 4th section of the Irish Church Act (32 & 33 Vict. c. 42), which provides that "any power or act vested in or authorised to be done by the Commissioners may be exercised or done by any one of them, *with this qualification*, that any person aggrieved by any order of one Commissioner may require his case to be heard by the three Commissioners." It must be admitted the sentence might have been more happily worded; in legal phraseology the only meaning of the word "qualification" is that of a condition precedent to the exercise of an office, privilege, or power, as of a voter, burgess, director, &c.; and a "disqualification" similarly is something that causes an incapacity to exercise such and such an office, privilege, or power This use of the word as applied to a *person* seems to have misled some persons and caused them to attribute a similar force to the word here, where it is employed in reference to an *act*. It is plainly not the power to exercise authority and do acts that is subject to the qualification, but the thing done—that which is the result of the exercise of authority. This appears from the nature of the qualification, namely, that what is done is to be subject to appeal; but appeal is something that follows after, not something that precedes, the act appealed against. If John may open the door, subject to the qualification that Thomas may shut it again, that does not make John's power to open dependent on there being a Thomas to shut. It does not, therefore, follow that the death of one Commissioner takes away the capacity of the other commissioner to act even in those matters where an appeal is possible. But it must be allowed that no appeal is given except to the three, and that to refuse to appoint a third is to take away an appeal which Parliament plainly intended should exist. What the practical effect of this is, will depend on the course things take; it may be there have been as yet no appeals; but it may be also that the reason of that is that the acts subject to appeal were done chiefly by that very Commissioner who is now dead.

THE "ARCHITECT" contradicts on authority the statement of a legal contemporary "that the Government had determined not to adopt Mr. Street's design for the New Law Courts until it had been submitted to the judgment of a competent tribunal or to a public competition, and that Mr. Street courts investigation and criticism."

FIXTURES.

No. IV.

But of cases decided under this head some of old date have been thought to have gone to an extreme limit in allowing the ornamental character of the thing to outweigh the essential character of the annexation. Among cases in which the decision has been in favour of the executor against the heir are *Harvey* v. *Harvey*, at Nisi Prius (2 Str. 1141), tapestry and hangings, and *Squier* v. *Mayer* (2 Free. 249), hangings nailed to the wall. The one, however, which has been most challenged is that of *Beck* v. *Rebow* (1 P. W. 94), where the plaintiff, under a settlement of a house made upon his marriage by his father-in-law, the defendant's testator, claimed chimney glasses, pier-glasses, and hangings, the argument in favour of his claim being that these things were *in lieu of wainscot*. The decision was against his claim; but the ground of it was that these things "were only matter of ornament and furniture." The ground of the decision, therefore, is clear and distinct; and it may be doubted whether the mere allegation that they were "as wainscot, and that there was no wainscot under them,"

was enough reason to take out of the category of "ornament and furniture" things which in their nature so strictly belonged to it, and which were fastened in no more permanent way than by nails and screws. At the same time that argument was in *Cave* v. *Cave* (2 Vern. 508), allowed to carry to the heir pictures and glasses fixed in lieu of wainscot, upon the authority, but by an extension of the rule laid down in *Herlakenden's case* (4 Co. 64, a), where it was said that *wainscoting* will pass to the heir, and that it makes "no difference in law if it be fastened by great nails or little nails, or by screws or irons put through the post or walls, . . . and so by the lease or grant of the house (in the same manner as the ceiling and plastering of the house), it shall pass as parcel of it." This last mentioned statement of the rule at any rate seems such good sense, and so agreeable to the more recent authorities, that there is no reason why we should discard it because it was denied to be law in the curt note of *Squier* v. *Mayer* (2 Free. 249), in which case, in as much contradiction to the earlier decision of *Cave* v. *Cave* (2 Vern. 508), and to recent authorities, a fixed furnace was held to go to the executor.

The most recent case on this subject (*D'Eyncourt* v. *Gregory*, 15 W. R. 186, L. R. 3 Eq. 382), tends strongly in favour of the fixed character of articles attached like wainscoting, and occupying a similar position with respect to the general design of the room; for there a picture and tapestries, inclosed in mouldings which were fixed to the walls in the manner of wainscoting, were held fixtures. In the same cases statuary and vases, not affixed, but resting by their own weight, were held fixtures, on the ground that they were "strictly and properly part of the architectural design of the hall and staircase, and put in there as such, as distinguished from mere ornaments to be afterwards added." The house there had been erected by the person who placed the statuary in it, a fact which seems reasonably taken into account when the question of *design* is considered; and such a consideration (*quô ædes perficiantur*) may perhaps be taken to harmonise D. xxxiii. 7, 12 (23) and (25) with D. L. 16, 245, which appear, at first sight, not to be reconcilable with one another.

In considering this part of the question, it must be remembered that the inquiry here is, not whether a thing is a removable fixture, but whether it is a fixture at all. If a consideration of the purpose is wholly excluded, then it may perhaps be laid down that if a thing is so fixed, no matter by how slight a connection, that an act of unfastening is necessary as distinct from an act of removal, and before the act of removal can be commenced, the thing so annexed is a fixture. If, however, the mode of annexation is not so solid as to preclude an inquiry into its purpose, then the nature and use of the thing annexed, compared with the nature and use of that to which it is annexed, may prevent the thing from coming within the class of fixtures, and cause it still to remain a movable chattel so as to form no part of the immovable for the purpose of ejectment, conveyance, mortgage, descent, or settlement, and so as to be the subject-matter of an execution against the owner of the freehold, of trover, and of the "order and disposition" clause in bankruptcy.

Some observations must here be made (which could not be conveniently made earlier) with respect to the requisites postulated above in regard to the original ownership of the movable, and the circumstances under which it is affixed. It was said the movable must be affixed by the owner of it, and affixed in the course of his general use and occupation of the immovable.

First, then there is no authority whatever for stating that the consequences above described follow if the moveable thing is affixed wrongfully and against the will of its owner (*D'Eyncourt* v. *Gregory*, 15 W. R. 186, L. R. 3 Eq. 394). It must be affixed by the owner. If, however, it is not affixed by him, but is affixed with his consent, but without any intention of transferring the property in it, what results will ensue? The answer to this must depend upon the circumstances under which the question arises. The property right, as between the owner of the thing and the person affixing it or those taking through him, cannot certainly be affected. The latter cannot transmit, alienate, or in any way make title to it, more than to any other object of property which is not his. It is not a question, for instance, between the heir and executor of the latter, but between the true owner and whichever of the two wrongfully detains it from him. But *Hora* v. *Baker* may be taken to show that, being, in fact, a fixture, it would not be within the order and disposition clause, although in the bankrupt's possession with the consent of the true owner. By the same rule it would seem trover could not be maintained for it, but that it must be recovered in the appropriate special action. Neither could it be the subject of larceny at common law. If the annual value *in situ* of the thing so affixed were required to raise the annual value of a tenement or of a lodging to £10, so as to confer a settlement as the lodger franchise, would the claim be allowed? Why should it not? since, if it added to the annual value, it would certainly increase the rateable value. With respect to the right of distress, if the tenant can, by affixing his own things, take them out of the class of distrainable objects, he can equally do so with those of other people. On the other hand, as between landlord and consenting owner, both with respect to goods irremovably affixed, and with respect to those which the tenant has lost his right to remove by not exercising it in due time, it must be taken that the owner, in consenting to their annexation, has consented also to the proper consequence of annexation, and, if he loses his goods, can only complain (if at all) of the tenant who has neglected his interests. On the whole, it may probably be said that in the case of things being affixed with the consent merely of the owner, no change of property is effected as between the owner and the person affixing them, but that for other purposes, and as concerns third persons, all the usual consequences of annexation follow (*Gregg* v. *Wells*, 10 A. & E. 90). Secondly, however, it makes no matter that the owner of the immovable, who affixes it, is a trespasser in respect of the immovable he affixes it to. His trespass on the land may cause him to lose the things he annexes to it; though he cannot, by his wrongful annexation of another's goods, acquire a title in them himself, or give it to a third person. Thirdly, the annexation must be made in the course of the general use and occupation of the immovable, and as part of it. This is opposed to affixing of things in the exercise of a special right of use, as in the case of an easement. Such was the case of *Lancaster* v. *Eve* (7 W. R. 260, 5 C. B. N. S. 717), where the question arose as to the property of a pile fixed in the bed of the Thames. Now, the plaintiff who claimed title to the pile had no property in, nor any general use or occupation of, the soil of the Thames; but the circumstances showed that he had a right to the exclusive use of that pile to moor his barges to, and it was inferred that he had placed it there in virtue of a special right to use the bed of the river for that purpose. A similar inference was drawn with respect to a fender upon a stream in *Wood* v. *Hewitt* (8 Q. B. 913). The case would be the same with respect to any similar easement, such as the right to lay pipes for a watercourse, &c.

(*To be continued.*)

We understand that the Martin Estate, for many years the property of the Law Life Assurance Society, has been purchased by Sir Seymour Blane, Bart., and Captain Jervis, who have appointed Professor Baldwin to be agricultural manager of this extensive property.

Birkbeck Literary and Scientific Institution.—Professor Sheldon Amos has consented to deliver a special course of lectures on the general principles and history of English law. The library has been greatly improved, and the reading-room is well supplied with current literature.

LEGISLATION OF THE YEAR 1871.

CAP. XXXI.—*An Act to amend the law relating to Trades Unions.*

The objects of this Act will be better understood by transposing the definition of a "Trade Union" from the end to the beginning of the Act. A trade union (by section 23) means such combination, whether temporary or permanent, for regulating the relations between workmen and masters, or between workmen and workmen, or between masters and masters, or for imposing restrictive conditions on the conduct of any trade or business, as would, if this Act had not passed, have been deemed an unlawful combination by reason of some one or more of its purposes being in restraint of trade; saving—(1) agreements between partners as to their own business; (2) an agreement between an employer and those employed by him as to such employment; (3) agreements in consideration of the sale of the goodwill of a business or of instruction in any profession, trade, or handicraft. The law against restraints on trade is thus shortly expressed by Best, C.J., in *Homer* v. *Ashford* (3 Bing. 326): "The law will not permit any one to restrain a person from doing what his own interest and the public welfare require him to do." The illegality of contracts having the improbated tendency founded on agreements between masters as to employment of workmen is shown by the case in the Exchequer Chamber of *Hilton* v. *Eckersley* 4 W. R. 326), and as to agreements between workmen, or regulating the terms of their hiring and other matters such as are usually found in the rules of trade unions, by the case of *Hornby* v. *Close* (15 W. R. 336). The unlawfulness of these agreements, in the sense of rendering those entering into them criminally liable, was more doubtful, and judicial opinions were at variance on this point (see *Hilton* v. *Eckersley*, *sup.*) The case of *Farrar* v. *Close* (17 W. R. 1129), in the Queen's Bench, was an appeal from the decision of justices holding that the provisions of the Friendly Societies Act (18 & 19 Vict. c. 63, s. 24), for protecting the funds of societies from plunder by their officers or members, did not apply to the society in question on account of the illegality of some of its objects, as being in restraint of trade. The Court was equally divided as to whether the rules of the society brought it within the doctrine of *Hornby* v. *Close* (*sup.*), and the decision of the justices was, therefore, affirmed. However, the necessity was brought, in a glaring light, to the view of the Legislature, of passing a measure to prevent the scandal of there being practically no means of protecting the funds of trade unions from barefaced plunder. Accordingly in 1869, the Act 32 & 33 Vict. c. 61, was passed, extending for one year the protection of the 24th section of the Friendly Societies Act, 1855, to those associations, whether of masters or workmen, which the decisions above-mentioned had shown the illegality of. This measure was explained by the Lord Chancellor to be only provisional and the precursor of a more comprehensive remedy, but it was necessary to renew the Act by the Expiring Laws Act of the following year, and we only now get the promised scheme embodied in the Act which is before us, the supplement to which is the following Act (cap. 32), which aims at providing correlative protection to those not belonging to trade unions.

Section 2 negatives the illegality of the purposes of any trade unions, merely because they may be in restraint of trade, so as to render any member liable to criminal prosecution for conspiracy or otherwise.

Section 3 applies the same rule to civil contracts by declaring that no agreement or trust shall be rendered unlawful merely because the purposes of any trade union may be in restraint of trade. But by section 4 no Court is to entertain any legal proceeding for enforcing damages for breach of any agreement between members of a trade union as such, concerning the conditions on which any members for the time being shall or not sell their goods, transact business, employ or be employed; (2) any agreement for payment of any subscription or penalty to a trade union; (3) any agreement for application of the funds of a trade union to provide benefits to members, or to furnish contributions to any employer or workman not a member of such trade union, in consideration of such employer or workman acting in conformity with the rules or resolutions of such trade union; or to discharge any fine imposed upon any person by sentence of a court of justice; or (4) any agreement made between one trade union and another; or (5) any bond to secure the performance of any of the above-mentioned agreements. But nothing in this section is to be deemed to constitute any of the above mentioned agreements unlawful.

By section 5 the Friendly Societies Acts, 1855 and 1858, and the Acts amending the same; the Industrial and Provident Societies Acts, 1867, and any Act amending the same; and the Companies Acts, 1862 and 1867, are not to apply to any trade union. Section 6 provides that seven or more members of a trade union may register it, but if any one of the purposes of such trade union be unlawful the registration is to be void. Land (not exceeding one acre) and buildings may (section 7) be acquired by trade unions registered under the Act, and disposed of by the trustees. Sections 8 and 9 provide for vesting the property in trustees, and for its transmission, and for the bringing or defending actions in the name of the trustees. Section 10 limits the responsibility of trustees. Section 11 regulates the duties of the treasurer, and section 12 provides for any officer or member improperly or dishonestly dealing with the moneys or effects of the union, such offenders to be dealt with by the Court of Summary Jurisdiction, where the registered office of the trade union is situate. Sections 13 to 18 inclusive define minutely the process and requisites for registration, and the returns required to be made, and the punishment for giving false information. As the rights and privileges given to trades unions by sections 7 to 12 inclusive depend upon their being duly registered, the provisions of the Act defining and regulating the mode in which registration is to be made are of the utmost importance. Sections 19 to 22 inclusive regulate the legal proceedings under the Act; section 19 declaring that all offences and penalties under the Act may be prosecuted and recovered in manner directed by the Summary Jurisdiction Acts, and also defining the constitution of the Court of Summary Jurisdiction under the Act, and (section 22) declaring that no master, father, son, or brother of a master in the manufacture or trade, &c., in which any offence under the Act is charged to have been committed, is to act as a member of a Court of Summary Jurisdiction or Appeal for the purposes of the Act.

The Summary Jurisdiction Acts are defined (section 23) to mean as to England the Act 11 & 12 Vict. c. 43, "to facilitate the performance of the duties of justices of the peace out of sessions within England and Wales with respect to summary convictions and orders," and any Acts amending the same. Section 24 repeals the Trades Unions Funds Protection Act, 1869, 32 & 33 Vict. c. 61 (except as to the acts done and vested rights and liabilities acquired or incurred as therein stated). The first schedule defines the matters to be provided for by the rules of trade unions registered under the Act, and the second schedule the maximum fees for registration and inspection of documents.

CAP. XXXII.—*An Act to amend the criminal law relating to violence, threats, and molestation.*

There seems to have been considerable doubt if, prior to the passing of this and the previous statute, an agreement on the part of workmen or masters to increase or diminish the rate of wages was illegal, in the sense of subjecting the persons making it to criminal proceedings, if no violent or coercive means were contemplated for giving effect to it. The observations of Crompton, J., in *Hilton* v. *Eckersley* (24 L. J. Q. B. 353), show that he considered such agreements to be obnoxious to the

criminal law, while Lord Campbell's opinion in the same case was clearly against the imputation of criminality in such a case, and Baron Alderson, in delivering the judgment of the Court of Exchequer Chamber, affirming the decision in that case, expressly guards against being supposed to say that such an agreement would be unlawful in a criminal sense (4 W. R. 326).

The last preceding Act (cap. 31), having conferred upon trades unions benefits of legal recognition and protection which were never previously enjoyed, proceeds in the present Act to provide a correlative protection to those not belonging to trades unions. The last Act negatives the notion of criminality in any agreement merely because it may be in restraint of trade. This Act takes up the corrective or criminal branch of the subject, and aims at providing against all such coercive proceedings as are inconsistent with the public peace, and, in fact, would have the effect of destroying the freedom of will, which is a necessary condition for parties coming into such agreements as are recognised as fit for protection by the preceding Act.

The basis of the statute law in force on this subject previous to this Act was the 6 Geo. 4, c. 129, which inflicted a punishment of three months' imprisonment, with or without hard labour, for the offences there defined against the freedom of hiring and employment by means of violence, threats, or intimidation. But no criminal responsibility was to attach, by virtue of the Act, to the mere combination or agreement on the part of either the masters or the workmen as to the rates of wages and terms of employment. This Act was amended by 22 Vict. c. 34; and section 41 of the 24 & 25 Vict. c. 100, had reference also to the same subject. These enactments are all repealed by the present Act. It seems to have been considered that the doctrine of the common law was left free by the statute of Geo. 4 as to the criminality of combinations in restraint of trade, and thence arose the diversity of judicial views as to the effect of that law above referred to.

The Act (section 1) imposes the liability to imprisonment, with or without hard labour, for a term not exceeding three months on every person doing any one or more of the following Acts—(1) Using violence to any person or any property; (2) threatening or intimidating any person in such manner as would justify a justice of the peace (on complaint to him) in binding over the person so threatening or intimidating to keep the peace; (3) molesting or obstructing any person with a view to *coerce* such person—(1) Being a master to dismiss or cease to employ any workman, or being a workman to quit any employment or to return work before it is finished; (2) being a master, not to offer, or being a workman, not to accept any employment; (3) being a master or workman to belong or not to belong to any temporary or permanent association or combination; (4) being a master or workman to pay any fine or penalty imposed by any temporary or permanent association or combination; or (5) being a master to alter the mode of carrying on his business, or the number or description of any persons employed by him.

A person, for the purposes of the Act, will molest or obstruct another—(1) If he persistently follow him about from place to place; (2) if he hide any tools, clothes, or other property owned or used by such other person, or deprive him of, or hinder him in the use thereof; (3) if he watch or beset the house or other place where such person resides or works, or carries on business or happens to be, or the approach to such house or place, or if with two or more other persons, he follow such person in a disorderly manner in or through any street or road. Nothing in this section is to do away with liability under any other Act, or otherwise, to any other or higher punishment than hereby provided, but no person to be punished twice for the same offence. No person to be liable to punishment on the ground that any act, or the conspiring to do it, restrains or tends to restrain the free course of trade, unless one of the acts specified in this section, and done with the object of *coercing* as before mentioned.

Section 2 provides that all offences under the Act shall be prosecuted under the provisions of the Summary Jurisdiction Acts, and that, in England, the Court of Summary Jurisdiction shall be constituted—(1) If within the jurisdiction of a metropolitan police magistrate or other stipendiary magistrate, of such magistrate or his substitute; (2) in the city of London, of the Lord Mayor or any alderman of the City; (3) elsewhere, of two or more justices of the peace sitting in petty sessions. The constitution of such courts in Scotland and Ireland is also defined by this section, and also the mode of describing the offence, and the way in which any exception, excuse, &c., may be dealt with. Section 3 regulates the appeal in England and Ireland from any order or conviction by the Court of Summary Jurisdiction, which is to be to some court of general or quarter sessions for the county or place in which the cause of appeal arose. Section 4 regulates appeals in Scotland. Section 5 contains the same prohibition as in the last Act against a master (or his specified relatives) in the particular manufacture, trade, &c., in connection with which any offence is charged, acting as a member of the Court of Summary Jurisdiction or appeal. The Summary Jurisdiction Acts are (section 6) defined (as in the last Act) to be, in England the 11 & 12 Vict. c. 43, and any Acts amending the same. The Acts 6 Geo. 4, c. 129, and 22 Vict. c. 34, are wholly repealed, and the 24 & 25 Vict. c. 100, as to section 41; saving acts done, rights gained, penalties incurred, or proceedings instituted thereunder.

RECENT DECISIONS.

COMMON LAW.

SHERIFF—SEIZURE UNDER FI. FA.

Gladstone v. *Padwick*, Ex., 19 W. R. 1064, L. R. 6 Ex. 203.

The question what is an actual seizure or taking of possession, like the question, what is a continuing possession, is one rather of fact than of law, but stands so much upon the border that an illustrative instance is often of great service. In the present case a writ of *fi. fa.* was executed by a seizure at the mansion-house, accompanied by a declaration that it was intended as a seizure of all the goods on the estate; and this was held to be an "actual seizure" of the stock on the home farm (including some outlying fields), and of goods in the farmhouse occupied by the bailiff. It was, therefore, held to bind them in favour of the execution creditor, as against the holders of a bill of sale executed half-an-hour afterwards, who claimed the benefit of section 1 of the Mercantile Law Amendment Act, 1856. The general rule involved in this decision is that where there is a single holding, the lands of which are continuous or separated by only a moderate interval, a seizure at the principal place (if there be one) is effectual over the entire extent of the holding. What the effect would be if there were no such principal place, and a seizure were made in some one field in the name of the whole, is another question; it may probably be inferred from the language used by the Court, and from the reason of the thing, that it would be sufficient in a case for priorities; but in such a case it would certainly be prudent to extend the manual possession as far as possible. And in every case an undersheriff who understands his business will take care to follow up his act of seizure as quickly as possible by the usual steps for indicating and retaining his possession; in the present case the fact that he did so was relied on as indicating the character and intention of his act.

A more difficult question might arise if the premises which constituted the single holding were separated by a considerable distance, and the seizure took place at only one of them; and although there seems reason to say

that even this would be effectual, if the intention were that the seizure should extend to the whole, and the intention were in due course followed up, the point cannot be considered as clear, and was certainly not decided in the present case.

SET-OFF—ANNULMENT OF BANKRUPTCY.

Bailey v. *Johnson*, Ex., 19 W. R. 1069, L. R. 6 Ex. 279.

The defendant having been adjudicated bankrupt, his property was realised by his trustee in bankruptcy, and the proceeds paid into the Crown Bank at Norwich. That bank, which was in fact his principal creditor, afterwards became bankrupt, and the plaintiff was appointed trustee. The defendant's bankruptcy having been afterwards annulled, the trustee now sued him for the debt, and the defendant, under a legal plea of set-off, and also under an equitable plea stating the facts, sought to set off against this debt his claim against the bank in respect of the proceeds of his estate paid into the bank. That this was just no one would doubt; the only question was whether it could be done. The Court unanimously decided that it could, but they arrived by different roads at this conclusion. The difficulty was that at the time of the bank's bankruptcy there was no relation between the bank and the defendant in respect of the proceeds so paid in. The bank still remained creditors of the defendant, subject to the restraint of the Court of Bankruptcy; but the defendant did not become a creditor of the bank. His trustee however did, and it was assumed by Bramwell, B., that, if both bankruptcies had continued, the plaintiff could not have proved against the defendant's estate without allowing the set-off. This, however, seems hardly a correct statement of the rights of the two estates against one another. Supposing only the first bankruptcy to have continued the bank could of course only have proved and received dividends for the amount of their debt, without any right of setting off or deducting the sum in their hands, if less than their debt, and proving for the residue, or of retaining the amount of their debt out of that sum if more than their debt. They must have proved for their debt, which was a debt due from the bankrupt; but the sum in their hands they held not as a sum due to the bankrupt, but due to the creditors represented by the trustee. When the bank in their turn became bankrupt the case was not altered; the trustee in their bankruptcy would take, on behalf of their creditors, only such rights as they themselves had; and therefore, so far from being bound to set off this sum in his proof, he would not have been entitled to do so; the effect of doing so might be, and in the present case would have been, to pay the bank in full at the expense and even to the total loss of all the other creditors; and although, if the sum paid in were less than the dividend which the bank would be entitled to receive from the defendant's estate reduced by their own insolvency, and the bank estate were less solvent than the defendant's estate, the result might have been advantageous to the defendant's estate, this would, as between the two sets of creditors, only have thrown the injustice upon the other side; and in any case the rights of the parties cannot depend upon the relative amounts of the debts or the relative solvency of the estates. This premiss, therefore, of the argument appears to fail, and the only way of arguing the case seems to be to *dissociate* the trustees of the defendant's estate wholly from the creditors. This was in fact done by the annulling of the defendant's bankruptcy, for after that the trustee was certainly no longer trustee for the creditors. For whom, then, was he trustee? Necessarily for the defendant, except in so far as any acts might have been done by him in the meantime creating rights in third person, and protected by the Bankruptcy Act; and none such appeared. The trustee was then, at the time of the bank's bankruptcy, creditor of the bank as trustee for some one, who was in the event (that is, not by the effect of subsequent acts, creating new rights, but of a proceeding then pending to ascertain existing rights) the defendant himself. This constituted, therefore, a set-off, which by equitable plea was available at law, and *a fortiori* was good in bankruptcy. This is most clearly expressed by the Chief Baron. Baron Cleasby carried it still further, and held that the defendant might, on the annulling of his bankruptcy, have sued the bank for money had and received, and was therefore entitled to a legal set-off; the annulment vesting, we must suppose, this right of action in the defendant as from the date of the debt becoming due to his trustee, and, therefore, antecedently to the bankruptcy of the bank. But it is sufficient to establish the equitable set-off, which seems more conclusively made out. The reasoning of these two judgments is clearer and more satisfactory than that of the judgments of Martin and Bramwell, BB., who both relied upon the mutual credit clause of the Act (section 39). The decision appears not to need the application of this clause, which it is not very easy to apply to the case when its peculiar language is considered; nor is it necessary even to refer to section 81, which provides for the "reverting" of the bankrupt's property in the case of annulment, and as to which it is sufficient to say that it in no way interferes with a result reached upon independent grounds.

VALUED POLICY.

Lidgett v. *Secretan*, C.P., 19 W. R. 1089.

The plaintiff's vessel, insured with the defendant at and from London to Calcutta, received damage on the outward voyage; she was on her arrival docked for repairs, but before the repairs were completed she was burnt. The defendant, being sued upon the policy, claimed to deduct from the amount to be paid by him, and which would otherwise have been measured by the cost of repair, so much of the cost of repair as the plaintiff never in fact incurred by reason of the ship being burnt before the repairs were finished; that is, he claimed to pay only what the plaintiff had actually to pay for repairs, and not the depreciation to the ship by reason of the damage at the expiration of the risk. But the Court held that the latter was the true measure, and it is not easy to see on what principle the defendant could say that, because the ship was burnt when it was worse through the peril insured against, and whilst it was on its way to restoration, the plaintiff did not by the peril insured against lose the difference between its better and its worst condition. By the burning he only lost the depreciated value, *plus* the worth of repairs actually done; and under an open policy on the ship in port he could only have recovered the value of the partially restored vessel. How then did he lose the difference? Obviously only through the peril insured against; so that there would have been more reason for making this difference the measure of the amount to be paid under the first policy than for determining that amount by the cost actually incurred in repair. But both were equally answered by saying that the expiration of the risk is the time that fixes the liability; and indeed, if subsequent events were allowed to be taken into consideration, it may be said that but for the delay caused by the necessity of repair, the vessel might never have been burnt at all.

But (and it was this probably that gave rise to the contention) the plaintiff had also insured the vessel *at and from Calcutta* to London with the same defendant in a valued policy. Again, it is impossible to see how this fact should affect the rights of the parties under the first contract, the effect of which had been exhausted before the second commenced, although it seems to have been contended that it did, upon the misapplied analogy of *Livie* v. *Janson* (12 East, 648), where the particular damage and the total loss both occurred during the currency of the same policy. But at least, it was argued, from the amount of the second policy there ought to be deducted the amount which must have been expended to fit

the vessel for sea. To this, however, it was replied, that it would be to turn a valued policy into an open one, an attempt to do which *Barker* v. *Janson* (16 W. R. 399, L. R. 3 C. P. 303) and *North of England Iron Steamship Insurance Association* v. *Armstrong* (18 W. R. 520, L. R. 5 Q. B. 244) show to be fruitless; the value named in a policy is (fraud apart) conclusive for better for worse, and, the policy having actually attached in part, to say that, because the vessel could not have left port without being made seaworthy or forfeiting the policy, therefore the amount necessary to make her seaworthy should be deducted, would be to make the policy a valued one at sea and an open one in port.

There was, however, another question raised in the case upon the first policy, which is not explicitly noticed in the judgments, nor, so far as appears, implicitly concluded. The plaintiff claimed under the first policy, not only the sum which would have been needed for repairs if the repairs had been completed, but also the dock dues which he would have paid if the ship had continued in existence as well as those which he actually did pay; but upon what principle he made this claim does not appear. The principle of insurance is certainly indemnity; and why should (or rather how could) the plaintiff be indemnified for what was neither a depreciation nor an expenditure? Although the cost of repairs is in the first instance the measure of loss or depreciation, it is subject to the deduction of new for old, in accordance with the fundamental principle of the contract; it is assumed that when that deduction has been made, the shipowner is in just the same position he would have been in if the damage had not occurred. But no such method of calculation is applicable to dock dues, which are merely rent for the use of premises; and the plaintiff, recovering dues which he had never paid, would have made a clear profit. The rule that the expiration of the policy fixes the liability must be taken subject to the fundamental principle of insurance; the loss to be made good is the damage or depreciation, not repairs, but the pecuniary measure of that damage is the cost of repairing so far as it does not improve; that loss is none the less because a greater loss afterwards supervenes; but the unpaid dock dues formed no part of that loss; the dock dues altogether were incidental not to the loss but to the actual work of restoration.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord CAIRNS.)

June 24.—*Re Medical Invalid and General Life Assurance Society. Fagan's case.*

Life assurance company—Amalgamation of companies—Winding up—Policy—Novation of contract—Payment of premiums — Receipts — Peculiarity of circular announcing amalgamation.

In 1860 the M. Insurance Company became amalgamated with the A. Insurance Company. The agreement for amalgamation contained a provision that all policyholders of the M. Company who should decline to accept substituted policies in the A. Company should be entitled to keep on foot their present policies by paying the premiums thereon to the A. Company. On the amalgamation a trust fund was created to pay the sums assured by the Indian policies of the M. Company.

F. was a non-participating policyholder in the Indian branch of the M. Company.

In 1860 he received a circular announcing the amalgamation of that company with the A. Insurance Company, and inviting him to exchange his policy for a policy in the A. Company or to have it indorsed by the A. Company. The circular also contained a statement that "the funds of the branch will be put up in trust as an additional security to policyholders in that country, all claims occurring after the date of the amalgamation being paid from the funds of the new association." F. did not reply to this circular, but continued to pay his premiums at the same place as before. The receipts, however, were in substance A. Company's receipts. On the winding up of the two companies it was

Held, that F. must rank as a creditor of the A. Company.

The words "additional security" in the circular were held to mean a security additional to that which was given by all claims accruing after a certain date, being paid out of the funds of the new association.

This was a claim by Mr. Fagan to rank as a creditor of the Medical Invalid &c. Society, in respect of a non-participating policy effected in India with that society for 200,000 rupees on his own life.

In 1860 an agreement for amalgamation was entered into between the Medical Invalid and the Albert. By the 7th clause of this deed it was provided:—

That the policyholders in the Medical Invalid and General Life Assurance Society, who shall decline to accept such substituted policies, shall be entitled to keep on foot their present policies by paying the premiums thereon to the company (*i.e.*, the Albert,) who shall undertake the liabilities of the said Medical Invalid and General Life Assurance Society in respect of such policies.

On the 28th of November, 1860, the following circular was sent to Fagan:—

"I take the liberty of directing your attention to a notice printed on the back hereof, which is now appearing in most of the Indian and Ceylon papers. In the event of your electing to take out a fresh policy in the Albert and Medical Assurance Company, please fill up and return to me the subjoined form marked A, surrendering your existing medical policy at the same time, when a new policy will be issued immediately thereafter. The most convenient time for this operation will be when the next premium on your existing policy becomes due. The subjoined notice gives certain details of the arrangement which has been made in establishing the new office. I beg to add the following particulars:—The capital of the Albert and Medical is £447,180, subscribed by 414 proprietors, £137,792 being paid up. This is exclusive of the Medical shareholders, who are about 150 in number, with a subscribed capital of £500,000 and £28,000 paid up, and a large proportion of whom join the new concern. The funds exceed £500,000 sterling, the annual premiums £220,000, which is increasing at the rate of £25,000 per annum. There are several important additional advantages offered by the Albert and Medical under their policies. For instance, the profits are equal to five-sixths divisible every three years, instead of two-thirds divisible every five years as in the Medical. Policies lapsing from non-payment of premiums may be renewed within six months instead of three months as before, and in cases of persons assured dying during the currency of the days of grace the policies remain valid and effectual, the premium due being deducted from the sum assured. Persons proceeding to Europe or other climates equally healthy, whether for temporary or permanent residence, are placed on English rates from the date of arrival, and not one year after that date as before.

"The new prospectuses containing full particulars are in the press. The rates of premium for India remain unaltered. The directors here and in England recommend the acceptance of policies in the Albert and Medical in lieu of those in the Medical office. The business of the two companies can be conducted in one establishment and by one staff without any material enlargement of the latter, and thus the expenses of management are materially reduced. The funds here at the date of amalgamation are put up in trust as an additional security to Medical policyholders in India. I shall be glad to afford you any further information which may be required, and to facilitate your views in any way touching your policies in the Medical office.

"P. M. TAIT, Secretary."

The notice referred to in this circular was as follows:—

"The directors beg to announce that the business of the Medical Invalid &c. Society has been amalgamated with that of the Albert Life Assurance, and that henceforth the operations of both companies will be carried on under the above name or style. The combined office, which is now one of the largest life assurance institutions in the world, has an annual income from premiums of twenty-two lakhs of rupees, its accumulated fund exceeds fifty lakhs, while the new business from premiums is progressing at the rate of two and a-half lakhs per annum. The Indian branch

* Reported by Richard Marrack, Esq., Barrister-at-Law.

will continue under the same administration as heretofore: a secretary is on his way to Madras to act with the board there, while a board of directors and secretary are also about to be appointed for Bombay. The funds of the branch will be put up in trust as an additional security to policyholders in this country, all claims occurring after the 21st of September last, the date of the amalgamation, being paid from the funds of the new association. Policies in this company will be issued free from expense in exchange for those in the Medical Society without any alterations in the terms and conditions of the latter; and if any policyholder should have assigned his policy by any legal instrument in settlement, mortgage, or otherwise, so as to render substitution difficult, an indorsement will be made on the policy, securing the responsibility and guarantee of this company for the fulfilment of the existing contract. The directors in this branch would recommend policyholders in the Medical to convert their policies into policies of this company or to have them indorsed, as above suggested. Under the deed of settlement the Medical profits are not divisible until 1863, but under that of this company profits are divisible in 1861, and future estimates of profits will be made triennially thereafter, a proportion equal to five-sixths of the profits being, at the option of the assured, paid in cash, added to the policy, or applied in diminution of future premiums. By the combination of the two companies a very considerable saving to the expenses of management will be secured which must materially increase the bonus-giving powers of the amalgamated company, and thus afford improved prospects to the assured. At two numerously attended meetings of the proprietors of the Medical Society (many of whom are large policyholders) it was unanimously considered that the arrangements were advantageous to the assured, both as regards security and future expectation of benefit, and the board of directors in London, acting under the advice of Dr. Farr and their consulting actuary, recommend the acceptance of policies in the amalgamated company.

"The whole terms and conditions of assurance applicable to India have been revised, and several important additional facilities and advantages to assurers offered, whereof particulars will be duly announced by circular, on the subject of this amalgamation. P. M. Tait, Secretary."

Fagan neither accepted a new policy nor had his old policy indorsed by the Albert. He continued to pay his premiums at the place where the business was carried on, and which was exactly the same as before; but the receipts given were Albert receipts, in the following form:—

"Albert Medical and Family Endowment Life Assurance Company's Office.

No. ——. Calcutta, 20 July, 1861.

Policy No. ——.

Received from Messrs. Robinson, Balfour, & Co. the sum of Company's rupees —— for the assurance of Company's rupees —— on the life of —— for the six months ending the 19th day of January, 1862, subject to the terms and conditions of the said policy No. ——."

In 1864 a change was made in the form, which thereafter was as follows:—

"Albert Life Assurance Company.
Indian Branch.

Received this 19th day of July, 1864, for the renewal of policy mentioned in the margin hereof, the amount of which premium and the period for which it is received being also mentioned in the margin."

In the margin was:—

"Life receipt No ——. Policy No. ——. Sum assured ——. Life ——. Premium ——. For six months from 19 July, 1864."

On the amalgamation of the two companies a trust fund was created, the trusts of which were to pay the sums assured by the Indian policies of the Medical Invalid.

On the 17th of September, 1869, an order was made for winding up the Albert, and on the 18th December, 1869, the Medical Invalid was ordered to be wound up.

Bell, for Fagan.—This case differs from the other cases of a similar nature, inasmuch as the circular issued on the amalgamation was of a peculiar character. Moreover there are clauses in the amalgamation deed which provide for those policyholders who should decline to go over to the Albert, and Fagan is one of those who never went over.

Spencer's case, L. R. 6 Ch. 362, 19 W. R. 491, was referred to, and also *Griffith's case*, 19 W. R. 495. [Lord Cairns.—It is not necessary for me to add to the high authority of that case, but I may say that I should have arrived at the same conclusion as the Lords Justices did in that case].

Osborne Morgan, Q.C., and *Lemon*, for the Medical Invalid. —*Re The Times Life Assurance and Guarantee Company*, 18 W. R. 559, is analogous to this case. [Lord Cairns.—I have acted in all the cases upon the principle that the payment of premiums is a material element, but not conclusive—an equivocal act, which is to be explained either for or against the transfer of liability by all the circumstances which preceded the payment of premiums.] The circular received by Fagan informed him that for the future the Albert Company was to be liable for the payment of the policy, and all subsequent premiums were paid by Fagan on the footing of that communication. As to the amalgamation deed, Fagan never knew anything about it, and therefore he cannot have paid his premiums on the footing of that deed. Moreover, the word "*decline*" points to active refusal. *Re Manchester and London Life Assurance and Loan Association*, L. R. 9 Eq. 643, 18 W. R. Ch. Dig. 64, was also referred to.

Bell, in reply.

Lord Cairns.—There is no doubt that after the amalgamation of the Medical with the Albert it would have been entirely in the power of any policyholder to have said to the Albert office upon the occasion of paying a premium, "You must understand that this premium is not paid to you with a view of being mixed in your assets, or upon the footing of my considering myself as now insured by you, but it is paid to you simply because I understand that you are carrying on at your office the business of the Medical, in which company I am insured, and to which alone I look." The policyholder might have done that; and if he had done that, the Albert would, in consequence of the provisions of the deed of amalgamation between the Medical and it, have had a right to say, "We quite understand what you mean; we are entitled to receive the premium; you are entitled to pay it in the sense in which you pay it, and here is the deed which says that if you decline to take our insurance, still the premium paid here will keep alive your remedy against the Medical." It seems to me that that is all that can be said as to the deed of amalgamation. It is a deed which would have had that effect in such a case as I suppose. But that deed cannot have any operation in altering whatever might be the legal consequences of the acts of a policyholder who does not act in the way I have supposed, but in a way entirely different.

The way in which Mr. Fagan acted was this: he received a circular, which gave him this information among other things; it told him that the business of the Medical had been amalgamated with that of the Albert, and that henceforth the operations of both companies would be carried on under the name or style of the Albert and Medical. "The combined office, which is now one of the largest life assurance institutions in the world, has an annual income from premiums of twenty-two lakhs of rupees; its accumulated fund exceeds fifty lakhs, while the new business from premiums is progressing at the rate of two and a-half lakhs per annum." Stopping there, no one could doubt but that the representation contained in this circular was, "we intend to proceed on the footing of putting all our premiums together, putting all our insurance funds together, and we are now advertising ourselves to the world as two companies, which have in that way combined their funds without keeping alive any longer any separate claims on each, but on the contrary offering to all the policyholders in both the united security of the premiums and insurance fund of both." Then it goes on to say, "The Indian branch will continue under the same administration as heretofore. A secretary is on his way to Madras to act with the board there, while a board of directors and secretary are also about to be appointed for Bombay. The funds of the branch will be put up in trust as an additional security to policyholders in this country, all claims occurring after the 21st of September last, the date of the amalgamation, being paid from the funds of the new association."

Now, what is the meaning of saying that the funds in the branch will be put in trust as an additional security to Medical policyholders in that country. A security additional to what? It could not mean in addition to the security they already had, because these funds were the very security they already had. It must mean in addition to something *dehors* this fund, *dehors* the Medical Assurance

Fund, and there is nothing else to which it could relate but the security that they would get by becoming insured in the new company. The offer is as intelligible as possible. You will have the security of all the funds that the two companies can put together for the purpose of their new business, their amalgamated business; but over and above that you will have the additional security which is to be created for the Indian policyholders of the Medical through the medium of a trust to be declared of the Medical Assurance Fund for those policyholders. And then all the while you have that additional security "all claims accruing"—that is, in the Medical—"after the 21st of September last being paid from the funds of the new association." This explains what the additional security was. You will have first the promise, the engagement, that if your claim should become due after the 21st of September it will be met by the funds of the new association; if that is not sufficient, you will have the additional security of the trust fund created for the Medical policyholders out of the Indian fund. If that was all, and if premiums were paid upon the footing of that offer, it was simply an act done by way of acceptance of the offer. No other construction can be put upon the payment of premiums. But the circular goes on to say, "The policies in this company will be issued free from expense in exchange for those in the Medical Society, without any alterations in the terms or conditions of the latter, and if any policyholder should have assigned his policy by any legal instrument in settlement, mortgage, or otherwise, so as to render substitution difficult, an indorsement will be made on the policy, securing the responsibility and guarantee of this company for the fulfilment of the existing contract. The directors in this branch would recommend policyholders in the Medical to convert their policies into policies of this company, or to have them indorsed, as above suggested." Now the words are very peculiar here—"the directors would recommend policyholders to convert." That does not mean "we will endeavour to persuade you to enter into this contract we offer you." That must stand on the earlier part of the document; this refers to the mere mode and form in which the new arrangement was to be carried out. We recommend you to do that in one of two ways, either exchange your policy or get it indorsed. That is a very good recommendation, but it does not mean to say—"If you take our offer, if you pay the premiums on the footing of the offer, you must remember the new company and its funds will not be subject to your claim unless you exchange your policy or have it indorsed." It is—"We recommend you either to change your policy or to get it indorsed, as the best form, but we leave our offer to be governed by whatever may be the rules of law applicable to it, even if you do not take that form which we consider the best. It appears to me that Mr. Fagan, having without remonstrance or protest, simply paid his premiums and taken the Albert receipts, having embraced the offer made by the proposal, must rank as against the Albert, without prejudice to any benefit to which he may be entitled under the trusts of the Indian trust fund.

The questions which arise in this case, although governed by the principle of former cases, are somewhat different, and the case may fairly be taken as a representative case; and that having been so arranged, I will assent to the costs being provided for in the winding up.

Solicitors, *Walker, Kendall, & Walker; Lattey.*

APPOINTMENTS.

Sir Walter Morgan, Knt, Chief Justice of the High Court at Allahabad, in the North-West Provinces of India, has been appointed Chief Justice of the High Court of Judicature at Madras, in succession to Sir Colley Harman Scotland, who has resigned, after having held the Madras chief Justiceship for ten years. Sir Walter Morgan was called to the bar at the Middle Temple in November, 1844, and for some years practised as a conveyancer and equity draughtsman, also going the South Wales Circuit, and attending the Glamorganshire Sessions. He proceeded to India about the year 1862, and was soon after appointed Master in Equity, Registrar, and Accountant-General of the Supreme Court at Calcutta, and Registrar of the Vice-Admiralty Court in that city. He was shortly afterwards raised to the bench of the High Court as one of the puisne judges, and was for some time a colleague of the late Mr. J. P. Norman. In 1866 he was selected to be the first Chief Justice of the new High Court established at Allahabad for the North-Western Provinces of India, and was knighted in June of that year.

Mr. Robert Stuart, Q.C., has been gazetted to succeed Sir Walter Morgan as Chief Justice of the High Court of Judicature for the North Western Provinces of India at Allahabad. Mr. Stuart is a member both of the Scotch and English bars, having been admitted a member of the Scottish Faculty of Advocates in 1840, Mr. Stuart was called to the English bar, by the Hon. Society of Lincoln's Inn, in June 1856, and was appointed a Queen's Counsel in 1868. Mr. Fitzjames Stephen, of the Indian Council, being created a Queen's Counsel in the same year. In consequence of his appointment to a Chief Justiceship in India, Mr. Robert Stuart will receive the honour of knighthood before leaving England. Formerly all judges appointed to her Majesty's Supreme Courts in India were knighted; but since the establishment of the High Courts of Judicature in 1862 this honour has been reserved for the Chief Justices of those tribunals.

Mr. Homersham Cox, barrister-at-law, has been appointed by the Lord Chancellor to succeed Mr. Serjeant Tindal Atkinson as Judge of the North Wales County Courts (Circuit No. 28), the learned serjeant having been transferred to the Halifax Circuit (No. 12), in succession to Mr. James Stansfeld. Mr. Cox was called to the bar at the Inner Temple in June, 1851, and has hitherto practised as a draughtsman and conveyancer at the equity bar. The learned gentleman is the author of several legal treatises. His first work was published in 1861, being a compilation of "The Orders, Statutes, and Regulations affecting the Practice of the Court of Chancery; with Notes." In 1863 he issued a work, entitled "The Institutions of English Government; being an account of the Constitution, Powers, and Procedure of the Legislative, Judicial, and Administrative Departments, with copious references to Ancient and Modern Authorities." His next work, in 1868, was on the subject of "Ancient Parliamentary Elections," and in the same year he published "A History of the Reform Bills of 1866 and 1867."

GENERAL CORRESPONDENCE.

Sir,—Could any of your readers kindly inform me which is the earliest term for my final examination? I was articled in February, 1868, and passed my intermediate examination in Trinity Term, 1870. N. S. P.

25th September, 1871.

The *Times of India* makes a very important suggestion about the codification of the Hindu law, and we fully indorse it. There can hardly be any doubt that some points of Hindu law have become obsolete of themselves, and that others call for speedy interference on the part of the Legislature. With all due deference to the learned judges who administer Hindu law in our courts, we believe that their interpretations of that law have often been incorrect. This is partly the result, no doubt, of the inaccurate translations on which alone the judges can depend. But to avoid all these evils and to make the future administration of the law easier, a code prepared carefully with the assistance of competent pundits, would furnish a good remedy. A number of text books of Hindu law remain untranslated, and some of those that are translated are, as above remarked, somewhat inaccurate in sundry places. The latter works might be revised, and the former translated for the first time. And with their assistance and with the assistance of native Shastris learned in the law, a code would not be a very hard matter to compile. It must be remembered that the more important works on Hindu law are themselves thrown into something like the form of a code, being divided into different titles, the learning on each of which is concentrated under it. Of course, in preparing a code now, some of the arrangements will have to be changed. All we say is, however, that a beginning and not a quite imperfect one has been already made. It must also be borne in mind that the small knot of real masters of this old learning are fast dying out, and that if the work is to be taken in hand, it ought to be commenced very soon, because if it be postponed there is the chance of our losing the invaluable aid of our old pundits.—From the *Indu Prakash.*

UNIVERSAL PEACE.

(From the *Times*.)

The first annual meeting of the Workmen's Peace Association was held on Wednesday evening at their council-room, Buckingham-street, for the purpose of electing a council for the ensuing year, and also for the purpose of considering how best to gain support throughout the country during the coming winter in aid of the proposition to be brought before the House of Commons next session by Mr. H. Richard, M.P., which proposition has for its object the establishment of a permanent system of international arbitration. The chair was taken by Mr. Galbraith. The council for the year having been elected, it was resolved that a series of public meetings be held throughout the country in aid of the movement, and also for the purpose of urging upon all constituencies not to vote for any man as their Parliamentary representative who will not pledge himself to heartily support the application of the principle of international arbitration. The following outline of a plan for the establishment of a High Court of Nations was then resolved upon, to be submitted to the country:—

"Preamble.—Whereas war signally failed as a means for the settlement of international disputes, and being opposed to the character and spirit of the age, in the belief that by a conference permanent peace and concord between nations would be promoted by the establishment of a High Court of Nations on the basis set forth in the following articles:—

Article 1. Constitution.—Every separate and independent Government to have the power to appoint an equal number of representatives to such Court.

Article 2. Duties of the Court.—The Court to draw up a code of international law providing for the settlement by the Court, on the basis of such code, of all disputes that may from time to time arise between the Governments represented.

Article 3. Jurisdiction and Power.—The jurisdiction of the Court to extend to all Governments represented, but its power of interference to be limited to the external relations of such Governments, so as under no circumstances to interfere with the internal affairs of any nation.

Article 4. Decision of Court.—Any Government represented refusing to be bound by or neglecting to obey the decision of the Court within a time specified for that purpose, shall be adjudged and declared to be internationally outlawed, and the other Governments shall thereupon suspend diplomatic intercourse with such Government, and prohibit commercial intercourse with the nation it represents, until they shall conform to the decision of the Court.

Article 5. Differences for which no provision is made in the international code.—In case of a dispute arising between Governments for which no provision shall have been made in the international code the Court shall have power to arbitrate upon and arrange such dispute, and any Power refusing to accept its award shall become amenable to the penalties contained in Article 4.

Article 6. Differences between Governments not represented at the Court.—In case of differences arising between Governments not represented at the Court, that its friendly services be tendered as mediator to adjust such differences.

Decision of the Court.—Some friends of peace advocate the creation of an international force to secure the carrying out of the decrees of the Court, but we believe that Article 4 of the proposed plan provides a weapon strong enough for the purpose; that in fact it is the high destiny of commerce to become a substitute for the sword in the settlement of international disputes. We believe that nations are now so commercially dependent upon each other that commercial isolation would so seriously affect large sections of their population that they would soon compel their Governments to submit."

The proceedings closed with a vote of thanks to the chairman.

On Wednesday, Vice-Chancellor Wickens, the vacation judge of the Court of Chancery, granted an injunction on the application of the Commissioners of Sewers of the City of London, restraining Mr. Johnson, of Lake House, from proceeding to plough up the great avenue at Wanstead, being part of Epping Forest.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Sept. 29, 1871.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92⅜
Ditto for Account, Oct. 4, 92⅜
3 per Cent. Reduced 91½
New 3 per Cent., 91½
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80—
Annuities, April, '85
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, — per Ct. 7 p m
Ditto, £500, Do — 7 p m
Ditto, £100 & £200, — 7 p m
Bank of England Stock, 4½ per Ct. (last half-year) 246
Ditto for Account.

RAILWAY STOCK.

	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	100
Stock	Caledonian	100	108½
Stock	Glasgow and South-Western	100	118
Stock	Great Eastern Ordinary Stock	100	43½
Stock	Do., East Anglian Stock, No. 2	100	11
Stock	Great Northern	100	133
Stock	Do., A Stock*	100	153
Stock	Great Southern and Western of Ireland	100	103½
Stock	Great Western—Original	100	103⅝
Stock	Lancashire and Yorkshire	100	156
Stock	London, Brighton, and South Coast	100	68½
Stock	London, Chatham, and Dover	100	25
Stock	London and North-Western	100	145
Stock	London and South-Western	100	108
Stock	Manchester, Sheffield, and Lincoln	100	65½
Stock	Metropolitan	100	76½
Stock	Midland	100	137½
Stock	Do., Birmingham and Derby	100	105
Stock	North British	100	51
Stock	North London	100	121
Stock	North Staffordshire	100	72½
Stock	South Devon	100	68
Stock	South-Eastern	100	91½
Stock	Taff Vale	100	158

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The markets, in spite of temporary rallies during the week, have been influenced by the expectation of a further advance in the rate of discount, and this has been fulfilled, as the Bank directors, on Thursday, again raised the rate from three to four per cent. Prices were not adversely affected, in consequence of this decision, as the result had been looked for. And in many cases railways showed more firmness after the decision became known. The demand for discount is still active at the increased rates.

A prospectus has been issued of the new Sombrero Phosphate Company, Limited; capital, £130,000, in 13,000 shares of £10 each. The objects for which the company is formed are—The purchasing, or leasing and working of mines or quarries of phosphate of lime, and other minerals or products of a like or similar nature, in the Island of Sombrero, in the West Indies. The rendering marketable, manufacturing, transportation, and sale of phosphate of lime and other minerals or products of whatever kind obtained by such working. The acquiring, making, providing, maintaining, and using of buildings, roads, railways, tramways, canals, stock, plant, and other works and conveniences for the purposes aforesaid, and otherwise in connection with the property, operations, or business of the company. The acquiring, providing, chartering, and using of seagoing and other vessels for the conveyance of the aforesaid minerals or products. The carrying on the several branches of business of a trading company in the minerals or products aforesaid, and the doing all thing incidental or conducive to the foregoing objects.

DEATH OF MR. JUSTICE UNOOKOOL CHUNDER MOOKERJEE.—"We regret to learn that the recently appointed native judge of the High Court of Calcutta, Mr. Justice Unookool Chunder Mookerjee, died on the afternoon of Thursday last, having been suddenly stricken with paralysis. He went home from court complaining of a headache, and almost immediately became unconscious, from which state we understand he never recovered." The *Englishman* says of him:—"He was a man of sound legal acquirements and solid ability, which qualities were none the less real because they were set in character that was singularly unpretentious and modest. He had a most genial manner, and the

kindest of hearts, and will be much missed by all who knew him, not least by his brethren on the bench and friends at the bar of the High Court." On the assembling of the court on the following day, Mr. Justice Phear referred to the loss the bench had sustained, and as a mark of respect for the memory of his late colleague he closed the court for the day. With reference to the vacancy caused by the death of this gentleman, the *Englishman* says:—"We have every reason to believe that, looking to the comparatively light state of the files of the High Court and the approaching return of Sir Richard Couch and Mr. Markby, no appointment will be made to fill the vacancy caused by the death of Mr. Justice Unookool Chunder Mookerjee. Indeed, it seems probable that the Government will avail itself of any opportunity that may occur for some time to come to reduce the staff of judges of the High Court."—*Bombay Gazette.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BROOKS—On St. Michael's-eve, Sept. 28, at Brooklands, Streatham, the wife of George Henry Brooks, of Doctors'-commons, Esq., of a daughter.

WHITE—On Sept. 26, at St. Briavel's, Epsom, the wife of George White, solicitor, of a son.

MARRIAGES.

BUTCHER—VINCENT—On Sept. 21, at St. John's, Fulham, Webster Butcher, of Bouverie-street, and Stonham Lodge, Wimbledon, Surrey, solicitor, to Frances Emma, only daughter of Philip Vincent, of Walham-green.

PITCAIRN—SHEPPEE—On Sept. 26, at the Church of the Holy Trinity, Bedford, David Pitcairn, barrister-at-law, of Lincoln's-inn, to Mary Hine, second daughter of the late Francis Sheppee, Esq., Physician-General of the late Hon. E.I.C.'s Bombay Army.

LONDON GAZETTES.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Sept 22, 1871.

Prosser, Mary, Brynmawr, Brecon, Widow. Oct 10. Lyle v Ellwood, V.C. Wickens. Crawley & Co, Whitehall-pl

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept 22, 1871.

Anderton, Hy, New Ferry-pk, Cheshire, Surgeon. Oct 22. Laces & Co, Lpool

Avann, John, Tenterden, Kent, Farmer. Nov 1. Munn & Mace, Tenderden

Boorman, Barham, Tenterden, Kent, Gent. Nov 1. Munn & Mace, Tenterden

Casburn, Eliz, Wicken, Cambridge, Widow. Nov 1. Kitcheners & Fenn, Newmarket

Farrance, Wm, Bishopsden Farm, Kent, Farmer, Nov 1. Munn & Mace, Tenterden

Forrest, Hester, Wilmott-st, Brunswick-sq, Widow. Nov 1. Franklin, Tanfield-ct, Inner Temple

Gagga, Thos, Manch, Gent. Oct 20. Anderton, Clitheroe

Goddard, John, Dorking, Surrey, Innkeeper. Oct 20. Hart & Co, Dorking

Hadley, Saml, Parklands, Surrey, Esq. Oct 20. Hart & Co, Dorking

Jordan, Thos, Loxley, Warwick, Farmer. Dec 1. Warden, Stratford-upon-Avon

Laycock, Hy, Rotherham, York, Chemist. Oct 16. Mellor, Sheffield

Lear, Joseph Bridgewater, Birm, Jeweller. Oct 31. Eaden, Birm

Michell, Arabella Redwood, West Marlands, Hants, Widow. Nov 20. Perkins, Southampton

Myers, Wm Joseph, Seaforth, Lancashire, Merchant. Oct 31. Holden & Cleaver, Lpool

Naldrett, Phillis, Bognor, Sussex, Widow. Oct 20. Luckett, Worthing

Newton, Wm, Twyford, Hants, Esq. Nov 16. Bowker, Winchester

Nightingale, Saml, Little Dawley, Salop, Innkeeper. Oct 16. Potts & Son, Broseley

Phipps, John Lewis, Leighton, Wilts, Esq. Nov 1. Pinniger & Son, Westbury

Popplewell, Benj Briggs, Bradford, York, Wine Merchant. Nov 20. Ward, Bradford

Prideaux, Fras Wm, Avenue-rd, St John's-wood, Esq. Nov 30. Prideaux & Son, Goldsmith's Hall, Foster-lane

Redwood, Maria, Upper Marylebone-st, Spinster. Oct 21. Hume & Bird, Gt James-st, Bedford-row

Smithson, Geo, Kingston-upon-Hull, Farmer. Dec 1. Roberts & Leak, Hull

Spiller, Eliz, Upper Southwick-st, Hyde-pk, Spinster. Dec 20. Walker & Martineau, King's-rd, Gray's-inn

Wilkinson, Chas Hutton, Witton-le-Wear, Durham, Commander R.N. Nov 1. Trotter, Bishop Auckland

TUESDAY, Sept. 26, 1871.

Betts, Wm, Leamington Priors, Warwick, Esq. Nov 25. Ingleby & Co, Birm

Brown, Saml, sen, Canton-st, East India-rd, Poplar, Gent. Nov 1. Carpenter, Brabant-ct, Philpott-lane

Coulson, Mary, North Shields, Northumberland, Widow. Oct 28. Falconar, Newcastle-upon-Tyne

Hedley, Jas, Newcastle-upon-Tyne, out of business. Dec 1. Chartres & Youll, Newcastle-upon-Tyne

Isaacs, Jacob, Jeffrey's-sq, Esq. Nov 1. Tippetts & Son, Gt St Thomas Apostle

Jackson, John, Hammerwich, Stafford, Esq. Nov 30. Barnes & Russell Lichfield

Kelsey, Hy Thos, Barnet, Hertford, Gent. Oct 27. Lydall & Sweeting, Southampton-bldgs, Chancery-lane

Leach, Timothy, Blackburn, Lancashire, Agent Oct 31. Clough & Folding, Blackburn

Leigh, Elisha, Lpool, Earthenware Dealer. Nov 16. Foster & Son, Lpool

Michell, Thos, Redruth, Cornwall, Doctor. Oct 30. Downing, Redruth

Otton, Thos Alfred, Stretford, nr Manch, Comm Agent. Dec 23. Carter, Austin Friars

Parry, Wm, Rhyl, Flint, Gent. Nov 1. Gold & Co, Denbigh

Preston, Warmsley, Over Darwen, Lancashire, Paper Stainer. Oct 21. Wilkinson, Blackburn

Reading, John, sen, Priors Hardwick, Warwick, Gent. Nov 6. Welchman, Southam

Reiss, Theodore Emil, Northumberland-ter, Regent's-pk-rd, Agent. Nov 30. Smith & Co, Bread-st, Cheapside

Smith, Wm, Londesborough, York, Gent. Dec 1. Moody & Co, Scarborough

Stobart, Jane Culley, Auckland, Durham, Spinster. Nov 1. Trotter, Bishop Auckland

Thomas, Lewis, Abergele, Denbigh, Gent. Nov 1. Gold & Co, Denbigh

Wakeford, Wm, Hants, Wine Merchant. Oct 31. Sharp & Co, Southampton

White, Edmund, Montagu-st, Portman-sq, Gent. Oct 25. Milman, Southampton-bldgs, Chancery-lane

Whitterton, Edmund, Manch, Hotel Keeper. Oct 24. Hankinson, Manch

Wood, Joseph, Lower Broughton, Manch, Cap Manufacturer. Nov 16. Lamb, Manch

Woodroffe, John, Gt Horkesley, Essex, Grocer. Nov 15. Neck & Donaldson, Colchester

Bankrupts.

FRIDAY, Sept. 22, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Welch, Edwd John Cowling, Melina-pl, St John's-wd, Engineer. Pet Sept 19. Spring-Rice. Oct 11 at 11.30

To Surrender in the Country.

Benbow, Richd, Huyton, nr Lpool, Grocer. Pet Sept 18. Hime. Lpool. Oct 4 at 2

Cheetham, Joseph, Earlston, Lancashire, Watchmaker. Pet Sept 18. Nicholson. Warrington, Oct 3 at 12

Gamble, Edwd, Wigan, Lancashire, Draper. Pet Sept 18. Woodcock. Wigan, Oct 4 at 12

Glover, Wm, jun, Stone, Stafford, Licensed Victualler. Pet Sept 15. Spilsbury. Stafford, Oct 2 at 12

Hurndall, John Sutcliffe, Thos Hurndall, & Chas Oldfield, Bristol, Wine Merchants. Pet Aug 12. Harley. Bristol

Janaway, Geo, Farnham, Surrey, Horse Dealer. Pet Sept 21. White. Guildford, Oct 7 at 2

Jones, Geo, Marlborough, Wilts, Confectioner. Pet Sept 18. Townsend. Swindon, Oct 4 at 12

Northcote, Richd Chris, Bristol, Licensed Victualler. Pet Sept 19. Harley. Bristol, Oct 10 at 12

Owen, Thos, sen, Woodchurch, Kent, Farmer. Pet Sept 16. Young. Hastings, Oct 7 at 11

Rymill, John, Mitcham, Surrey, Leather Seller. Pet Sept 15. Rowland. Croydon, Oct 3 at 2.30

Wood, Saml, Birm, Stone Merchant. Pet Sept 15. Butcher. Birm, Oct 3 at 11

TUESDAY, Sept 26, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bell, John Joseph, & Hy Harris, Hanover-st, Pimlico, Builders. Pet Sept 21. Spring-Rice. Oct 10 at 12.30

Blake, Walter Alfd, Grange-rd, Bermondsey, Ink Manufacturer. Pet Sept 22. Spring-Rice. Oct 11 at 12.30

Coling, John Thos, Gt Russell-st, Bloomsbury, Wine Merchant. Pet Sept 21. Spring-Rice. Oct 11 at 12

Mills, Anna Julia, Beaumont-st, Devonshire-pl, Spinster. Pet Sept 22. Brougham. Oct 17 at 11.

To Surrender in the Country.

Cochrane, Thos, Hamlet-rd, Norwood, Builder. Pet Sept 22. Rowland. Croydon, Oct 10 at 3

Harris, Joseph Croshaw, & Harry Carr, Manch, Dealers in Earthenware. Pet Sept 21. Kay. Manch, Oct 19 at 9.30

Lowe, Fredk, Lower Mitcham Green, Surrey, Coal Merchant. Pet Sept 22. Rowland. Croydon, Oct 10 at 2

Stone, Fredk, Chipping Wycombe, Bucks, Chair Manufacturer. Pet Sept 23. Watson. Aylesbury, Oct 10 at 11

Thomas, John, Newbridge, Monmouth, Grocer. Pet Sept 22. Roberts. Newport, Oct 20 at 1

White, John, Sheffield, Grocer. Pet Sept 21. Wake, Sheffield, Oct 20 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, Sept. 22, 1871.

Blanck, August Fredk, Gloucester, Comm Agent. Aug 17

Donald, Jas Petrie, Strand. Sept 20

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Sept. 22, 1871.

Aldous, Saml, Birkenhead, Chester, Cabinet Maker. Oct 3 at 3, at office of Downham, Market-st, Birkenhead

Barnes, Wm, sen, Gt Yarmouth, Norfolk, Smack Owner. Oct 6 at 12, at office of Cufande, King-st, Gt Yarmouth

Bartle, Edwd, Colne, Lancashire, out of business. Oct 6 at 2, at offices of Robinson & Robinson, North-st, Keighley

Barton, John, Ashton-under-Lyne, Lancashire, Painter. Oct 6 at 11, at office of Clayton, George-st, Ashton-under-Lyne

Bedwell, Chas, jun, Lindfield, Sussex. Oct 10 at 3.30, at the Star Hotel, Lewes. Langham, Jun. Uckfield

Boniface, Hy, Birkenhead, Chester, Builder. Oct 3 at 3, at offices of Aspinall & Bird, Union-ct, Castle-st, Lpool

Bradley, John, New Windsor, Berks, Baker. Oct 11 at 2, at office of Durant, Clarence-villas, New Windsor

Burley, Geo Trout, Leeds, out of business. Oct 11 at 2, at office of Stratton, Bank-st, Leeds. Harle

Clarke, Wm, Tunstall, Stafford, Yeast Dealer. Oct 11 at 3, at offices of Alcock, John-st, Tunstall

Clough, Matthew, Newcastle-upon-Tyne, Builder. Oct 5 at 1, at the Queen's Head Hotel, Pilgrim-st, Newcastle-upon-Tyne. Gibson, Mosley-st, Newcastle-upon-Tyne

Cohen, Lewis, Leeds, Cloth Merchant. Oct 4 at 2, at offices of Rooke & Midgley, Bank-bldgs, Boar-lane, Leeds

Coleman, Jonathan, Shrewsbury, Salop, Hosier. Oct 4 at 11, at offices of Morris, Swan-hill, Shrewsbury

Cook, John, Derby, Naturalist. Oct 5 at 3, at offices of Briggs, Full-st, Derby

Cox, John, Harper-st, New Kent-rd, Chemist. Oct 5 at 12, at offices of Coote, Clement's-inn, Strand

Darke, Riehd, Bristol, Boot Cutter. Oct 9 at 12, at offices of Clifton, Corn-st, Bristol

Dearling, Wm, Carshalton, Surrey, Miller. Oct 2 at 4, at 145, Cheapside. Armstrong, Old Jewry

De Bacher, Marie, Greek-st, Soho, French Provision Dealer. Oct 11 at 12, at offices of Maddox & Green, Waterloo-pl, Pall-mall

Debnam, Joseph, Railway Approach, London-bridge, Manufacturer. Oct 2 at 12, at office of Harrison, Furnivals-inn, Holborn

Durell, Dani, & John Durell, Church-row, Houndsditch, Packing Case Makers. Sept 29 at 2, at offices of Dobie, Basinghall-st

Evans, Richd, Aberystwith, Cardigan, Butcher. Oct 6 at 11, at the Court-house, Aberystwith. Jones

Faulkes, Robt, Hoveringham, Notts, Miller. Oct 7 at 12, at office of Ashwell, Middle-pavement, Nottingham

Fish, Jas Leonard, Little Tower-st, Clerk in Holy Orders. Oct 10 at 1, at 18, New Bridge-st, Blackfriars. Hand, New-inn, Strand

Forster, Geo Hy, Bingley, York, Tailor. Oct 10 at 11, at offices of Robinson & Robinson, North-st, Keighley

Fulford, Robt Wm, Royston-st, Wellington-pl, Victoria-pk, out of business. Oct 5 at 2, at offices of Godfrey, Basinghall-st. Watson, Basinghall-st

Garner, Saml, Saithdaran, Denbigh, Farm Bailiff. Oct 9 at 1, at office of Tibston, Bank-st-chambers, Wrexham

Gregory, Thos, Wallingford, Berks, Ironmonger. Oct 10 at 3, at the George Inn, High-st, Wallingford. Hedges & Marshall, Wallingford

Harper, Fredk, Birm, Grocer. Oct 6 at 10, at office of Eaden, Bennett's-hill, Birm

Hayward, Geo, Chatham, Kent, Watchmaker. Oct 5 at 2, at the Masons' Hall Tavern, Basinghall-st. Hills & Winch, Chatham

Hodgkinson, Geo, & Chas Hodgkinson, Wolverhampton, Stafford, Galvanizers. Oct 2 at 11, at offices of Prior, Queen-st, Wolverhampton

Hopkinson, Wm, New Leuton, Notts, Comm Agent. Oct 10 at 12, at office of Thorpe & Thorpe, Thurland-st, Nottingham

Houghton, Dugdale, Dowles, Salop, Land Agent. Oct 10 at 12, at offices of Caddick, New-st, West Bromwich

Johnson, Saml, Birm, Grocer. Oct 5 at 3, at offices of Harrison & Starkey, Canon-st, Birm. Rowlands, Birm

Jordan, Wm, Old-st, St Luke's, Livery-stable Keeper. Oct 6 at 3, at offices of Taylor & Jaquet, South-st, Finsbury-sq

Judd, Alf King, Thatcham, Berks, out of business. Oct 5 at 10, at the White Hart Inn, Market-pl, Newbury. Cave, Newbury

Kay, Wm, Tunstall, Stafford, Cabinet Maker. Oct 4 at 2, at offices of Alcock, John-st, Tunstall

Kenyon, Jas, St Helen's, Lancashire, Builder. Oct 12 at 3, at offices of Gibson & Bolland, South John-st, Lpool. Beasley & Oppenheim, St Helen's

Legge, Job, & Alf Hilton, Smethwick, Stafford, Iron Manufacturers. Oct 4 at 12, at the Bush Inn, Dudley. Watts, Dudley

Lowe, John, Stockport, Chester, Provision Dealer. Oct 3 at 11, at office of Davies, Vernon-st, Stockport

Manley, Micheal, Bradford, York, Auctioneer. Oct 7 at 10, at offices of Green, Aldermanbury, Bradford

Mason, Jas, Newcastle-under-Lyme, Stafford, Saddler. Oct 5 at 3, at the Railway Hotel, Stoke-upon-Trent. Litchfield, Newcastle

Mawson, John, Hulme, Lancashire, Tailor. Oct 11 at 2, at offices of Farrington, Mosley-st, Manch

McDuff, Matthew, Haydock, Lancashire, Farmer. Oct 5 at 11, at office of Davies & Co, Commercial-chambers, Warrington

Muldyman, Joseph, Digbeth, Birm, Fruiterer. Sept 30 at 11, at office of Parry, Bennett's-hill, Birm

Muir, Andrew, Salford, Lancashire, Machinist. Oct 5 at 11, at offices of Ritson, John Dalton-st, Manch

Perry, Heber, West Cowes, Isle of Wight, Baker. Oct 4 at 10.30, at the Star Hotel, Newport. Damant

Pollard, Jas, White Horse-rd, Croydon, Builder. Oct 10 at 12, at the Greyhound Hotel, High-st, Croydon. Allen & Co

Powers, Alf, Bedford, Baker. Oct 7 at 4.30, at office of Conquest, Duke-st, Bedford

Seward, Geo Minter, Chepstow-villas, Bayswater, out of business. Sept 29 at 1, at 12, Hatton-garden. Hope, Ely pl

Sharples, John, Bolton, Lancashire, Contractor. Oct 6 at 3, at offices of Kenworth & Pennington, Mawdsley-st, Bolton

Sparrer, Chas Wm, Folkestone, Kent, Hotelkeeper. Oct 16 at 3, at the Alexandra Hotel, Folkestone. Minter, Folkestone

Taylor, Joseph, Nottingham, Lace Manufacturer. Oct 10 at 12, at offices of Cranch & Rowe, Low-pavement, Nottingham

Taylor, Peter, Manch, Smallware Dealer. Oct 4 at 3, at offices of Smith & Boyer, Brazennose-st, Manch

Thomas, Jas Hunt, Sheffield, Draper. Oct 9 at 2, at office of Paterson & Co, Bouverie-st, Fleet-st

Vears, Chas Wm, Leigh-st, Burton-crescent, Butterman. Oct 3 at 3, at offices of Scott, South-sq, Gray's-inn

Wallace, Robt, Warley, Essex, Messman. Oct 4 at 3, at 12, Hatton-garden. Marshall, Lincoln's-inn-fields

Wallers, John, Colton Mill, Stafford, Miller. Oct 4 at 10, at office of Crabb, Talbot-ter, Rugeley

Willers, John Eddes, Chelmsford, Essex, Saddler. Oct 5 at 11, at offices of Blyth, Chelmsford

TUESDAY, Sept. 26, 1871.

Adcock, Wm, Birm, Chemist. Oct 10 at 11, at office of Allen, Union-passage, Birm

Bryce, David, Thornhill-crescent, Barnsbury, Advertising Agent. Oct 7 at 12, at offices of Biddles, Southampton-bldgs, Chancery-lane

Butler, Walter Wm, Ball-st, Kensington, Stationer. Oct 12 at 12, at offices of Smart & Co, Cheapside. Denny, Coleman-st

Bydder, Robt, Mumbles, Oystermouth, Glamorgan, Licensed Victualler. Oct 6 at 3, at offices of Morris, Rutland-st, Swansea

Carlton, Thos, Kingston-upon-Hull, Printer. Oct 9 at 2, at office of Summers, Manor-st, Kingston-upon-Hull

Carter Isabella, Newcastle-upon-Tyne. Oct 5 at 2, at offices of Bousfield, Market-st, Newcastle-upon-Tyne

Cooke, Fredk Wm, Barnsley, York. Oct 9 at 2, at offices of Hayes & Payne, John William-st, Huddersfield

Craddock, Edwd, Fowkes-bldgs, Gt Tower-st, Engineer. Oct 11 at 3, at offices of Rigby, Botolph-lane

Crewe, Saml, Blackpool, Lancashire, Innkeeper. Oct 6 at 11, at offices of Plant & Abbott, Cannon-st, Preston

Erwood, Fredk, Watling-st, Accountant. Oct 6 at 3, at offices of Peverley, Basinghall-st

Feake, John Saml, Swansea, Glamorgan, no business. Oct 3 at 2, at office of Morris, Rutland-st, Swansea

France, Thos, Glasshouse-st, Regent-st, Licensed Victualler. Oct 18 at 3, at offices of Roberts, Moorgate-st

Grant, Patrick, Halifax, York, Hat Dealer. Oct 9 at 3, at offices of Jubb, Barum Top, Halifax

Heaton, Chas, Gt Bolton, Lancashire, Grocer. Oct 9 at 11, at offices of Morris, Townhall-chambers, Chorley

Hopkins, Hy, Birm, Engraver. Oct 6 at 11, at offices of Free, Temple-row, Birm

Howes, Geo, Birm, Coach Builder. Oct 11 at 3, at offices of Lowe, Temple-st, Birm

Hughes, Chris, Salford, Lancashire, Comm Agent. Oct 6 at 3, at offices of Jones, Princess-st, Manch

Johnson, Geo Fredk, Brighton, Sussex, Chemist. Oct 17 at 2, at the Guildhall Coffee-house, Gresham-st. Penfold, Brighton

Killeen, Thos, Richmond, Surrey, Schoolmaster. Oct 5 at 2, at offices of Morley & Shireff, Mark-lane

Loasby, Joseph, Kettering, Northampton, Boot Manufacturer. Oct 9 at 12, at the George Hotel, Kettering. Burnham & Henry, Wellingborough

Lyons, Jas, Birm, Commission Salesman. Oct 12 at 3, at the Acorn Hotel, Temple-st, Birm. Rowlands, Birm

Marriage, Jas Botham, Willington, Durham, Clothier. Oct 9 at 1, at office of Thornton, Market-pl, Bishop Auckland

Marshall, Thos, Old Kent-rd, Baker. Oct 4 at 3, at the Claremont Arms, Upper Grange-rd, Bermondsey

Melville, Ann Clough, & Geo Clough Melville, Manch, General Dealers. Oct 9 at 3, at offices of Chew & Sons, Swan-st, Manch

McIntosh, John Geo, Linton, Hereford, Draper. Oct 10 at 11, at offices of Knott, Foregate-st, Worcester

Miller, Hy, Coleford, Gloucester, Baker. Oct 12 at 11, at office of Gibbs, Commercial-street, Newport. Williams, Monmouth

Moore, Helen, Walsall, Stafford, Butcher. Oct 7 at 11, at offices of Sheldon, Lower High-st, Wednesbury

Moore, Richd Hanks, Bath-st, Newgate-st, Fringe Manufacturer. Oct 10 at 11.30, at offices of Lind, Gt James-st

Mott, Joseph Owen, Hawkhurst, Kent, Grocer. Oct 11 at 11, at the Queen Hotel, Hawkhurst. Palmer, Tonbridge

Moxon, Jas, Smith-st, Northampton-sq, out of business. Oct 5 at 11, at offices of Marshall, Hatton-garden

Neatherway, Edwd Hy, West End-rd, Tottenham, Clerk. Oct 12 at 11, at the Whitehouse, Hadley, Barnet. Harris

Nickolls, Thos John, Chalgrove, Oxford, Farmer. Oct 13 at 1, at the Lamb Hotel, Wallingford. Digby & Sons, Lincoln's-inn-fields

Palmer, Wm, Walsall, Stafford, Harness Furniture Manufacturer. Oct 12 at 11, at the Bradford Arms Inn, Lower Rushall-st, Walsall. Adams, Walsall

Parham, Rice, Road, Somerset, Miller. Oct 7 at 10.10, at offices of Seagram & Wakeman, Warminster

Rigby, Jas, Bolton, Lancashire, Joiner. Oct 6 at 4, at offices of Ramwell & Pennington, Mawdsley-st, Bolton

Roebuck, Jas, Leeds, out of business. Oct 13 at 2, at office of Harle, Bank-st, Leeds

Rogers, Chas, Ashford, Kent, Licensed Victualler. Oct 9 at 3, at offices of Duncan & Murton, Southampton-st, Bloomsbury. Farley & Co

Sabine, Alfred Cleckheaton, York, Draper. Oct 11 at 11, at offices of Harris, Leeds-rd, Bradford

Siddall, Acquilla Horsfall, Todmorden, Lancashire, Bootmaker. Oct 12 at 4, at the White Hart Hotel, Todmorden. Eastwood

Sinfield, Wm Fredk Sloane-sq, Chelsea, Baker. Oct 16 at 2, at offices of Lawrance & Co, Old Jewry-chambers

Skelton, Mary Ann, Leeds, Provision Dealer. Oct 11 at 4, at offices of Fawcett & Malcolm, Park-row, Leeds

Snow, Albert, Newport, Isle of Wight, no occupation. Oct 10 at 2, at offices of Marshall, Lincoln's-inn-fields

Swift, John, Penistone, York, Draper. Oct 6 at 2, at offices of Tyas & Harrison, Regent-st, Barnsley

Turner, Hy, Wolverhampton, Stafford, Attorney-at-Law. Oct 10 at 4, at offices of Stratton, Queen-st, Wolverhampton

Watchorn, Clifton John, Wycombe-ter, Hornsey-rd, Grocer. Oct 10 at 2.30, at offices of Lind, Gt James-st, Bedford-row